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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Summer Library Reading Partnership F	rilot Project
DEPARTMENT: Library & Leisure Services	DIVISION: Library Services
AUTHORIZED BY: Alamar CONTAC	T: <u>J. Suzy Goldman</u> <b>EXT.</b> 7490
Agenda Date <u>3/9/04</u> Regular ☐ Consent ⊠ Public Hearing – 1:30 [	
MOTION/RECOMMENDATION:	
Approve and authorize Chairman to execute Grant Reading Partnership Pilot Project.	Agreement for Summer Library
BACKGROUND:	
The Control of the Co	man Library, Danding Dortnarabin Dilat

The State Library of Florida is administering a Summer Library Reading Partnership Pilot Project to expand opportunities for children to improve their reading skills over the summer. Initiated in April 2003, in support of Governor Bush's Read to Learn Initiative, this program is targeted towards third grade students who are being held back in school. Grant funds of \$7,500 will be used for books to augment the library's collection at the third grade level, books to give to the target students and miscellaneous supplies. No matching funds are required.

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:
FileNo:CLLS01

# LIBRARY SERVICES AND TECHNOLOGY ACT NOTIFICATION OF GRANT AWARD

Federal Fiscal Year 2003-2004

Recipient:

Project Start Date: Upon execution of grant agreement

Seminole County Public Library System

Project End Date: September 1, 2004

1101 East First Street Sanford, FL 32771

Suzy Goldman, Director

**PROJECT** 

PROJECT#

CFDA#

**AWARD** 

Summer Library Reading Partnership Pilot

03-LSTA-C-06-O

45.310

\$7,500

### TERMS AND CONDITIONS:

By March 11, 2004, submit the following:

- > Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form; and
- > Disclosure of Lobbying Activities form (if applicable).

Judith A. Ring

State Librarian

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Florida Department of State State Library and Archives of Florida R.A. Gray Building, Tallahassee, Florida 32399-0250 (850) 245-6620, SUNCOM 205-6620

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

## (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Daryl McLain, Chairman, Board of Coun	
Name and Title of Authorized Representative	
Signature	Date

ED Form GCS-009, 6/88

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ED Form GCS-009, 6/88

## **DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action: 3. Report Type		3. Report Type	
a. CONTRACT	a. BID/OFFER/APPLICATION a. INITIAL FILING		a. INITIAL FILING	
b. GRANT	b. INITIAL AWARD		b. MATERIAL CHANGE	
c. COOPERATIVE AGREEMENT				
d. LOAN			YEAR QUARTER	
e. LOAN GUARANTEE			DATE OF LAST REPORT	
f. LOAN INSURANCE				
4. Name and Address of Reporting Entity:		5. If Reporting Entity in	No. 4 is Subawardee, Enter Name and Address of	
PRIME SUBAWARDEE				
TIER, IF	KNOWN:			
Congressional District, if known:		Congressional District,		
6. Federal Department/Agency		7. Federal Program Nan	ne/Description:	
		CFDA Number, if ap		
8. Federal Action Number if known:		9. Award Amount if kno	own:	
10a. Name and Address of Lobbying Entity			g Services (including address if different from No.	
(If individual, last name, first name, MI)		10A) (last name, first name, MI)		
	(attach Continuation she	et(s) SF LLL-A, if necessary)		
11. Amount of Payment (check all that apply):		13. Type of Payment (c	heck all that apply):	
	<b></b>	a. RETAINER		
\$actual	planned	b. ONE-TIME FEE		
12. Form of Payment (check all that apply):		c. COMMISSION		
		<b> _</b>		
a. cash		d. CONTINGENT FEE		
b. in-kind; specify: nature		e. DEFERRED		
value ————		f. OTHER; SPECIFY:		
14. Brief Description of Services performed or to be Performed and Date(s) of Service, including offier(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:  (attach Continuation sheet(s) SF LLL-A, if necessary)				
15. Continuation Sheet(s) SF-LLL-A attached:	Yes	No		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be				
		Printed Name:		
		Title:		
subject to a civil penalty of not less than \$10,000 a	and not more than	Telephone No.:	Date:	
\$100,000 for each such failure.				
Federal Use Only:		500	AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL	

#### INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.

10.

16.

- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9.

  For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. if payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
- 14.

  Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  - The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Florida Department Of State, Division of Library And Information Services LIBRARY SERVICES AND TECHNOLOGY ACT GRANT AGREEMENT

AGREEMENT executed and entered into			

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

SUBGRANTEE:

Seminole County Board of County Commissioners for and on behalf of Seminole

County Public Library System

the PROJECT:

Summer Library Reading Partnership Pilot

the GRANT AMOUNT:

Seven thousand five hundred dollars (\$7,500)

released in one advance payment as determined by the Division after consultation with the SUBGRANTEE.

The funds shall be expended on or before September 1, 2004.

Unless there is a change of address, any notice required by this agreement shall be delivered to the DIVISION, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to 1101 East First Street, Sanford, FL, 32771, for the SUBGRANTEE. In the event of a change of address it is the obligation of the moving party to notify the other party in writing of the change of address.

The DIVISION, as administrator of federal funds authorized under Section 257.12, *Florida Statutes*, is desirous of providing a grant. Federal funds are provided through the Library Services and Technology Act of 1996 under Florida's long range plan approved by the Institute of Museum and Library Services. The SUBGRANTEE agrees to meet all state requirements and requirements of the Library Services and Technology Act, hereinafter referred to as LSTA.

The parties agree as follows:

#### I. The SUBGRANTEE agrees to:

- a. Administer all funds granted to it by the DIVISION to carry out the project as described in the project proposal and revisions submitted to and approved by the DIVISION. The project proposal and revisions are incorporated by reference.
- b. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- c. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later
- e. Pay out all project funds on or before the project ending date.
- f. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting for federal project funds.
- g. Perform all acts in connection with this agreement in strict conformity with all applicable State and Federal laws and regulations.
- h. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The SUBGRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

- i. Expend all grant funds received under this Agreement solely for the purposes of the project. These funds will not be used for lobbying the legislature, the judicial branch, or any state agency. Repay to the DIVISION any and all funds not thus expended.
- j. Have an audit of financial operations performed in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7) and 45 CFR 1183.26.
  - 1. In the event the SUBGRANTEE expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The Notification of Grant Award indicates the Federal funds awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised will meet the requirements of this part.
  - 2. In connection with the audit requirements addressed in paragraph j.1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
  - 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).

#### II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in the amount and frequency as stated above in consideration of the SUBGRANTEE's performance hereinunder, and contingent upon funding by the Institute of Museum and Library Services. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state or federal funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the SUBGRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide professional advice and assistance to the SUBGRANTEE as needed, in implementing and evaluating the project.
- c. Review the project during the grant period to assure that adequate progress is being made toward achieving the project objectives.

### III. The SUBGRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the SUBGRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the SUBGRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the SUBGRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on

the SUBGRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide SUBGRANTEE a written notice of default letter. SUBGRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the SUBGRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the SUBGRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the SUBGRANTEE's control. In the event of termination of this agreement, the SUBGRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.

- f. The Division shall unilaterally cancel this agreement if the SUBGRANTEE refuses to allow public access to all documents or other materials subject to the provisions of chapter 119, *Florida Statutes*.
- g. Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State quarterly.
- h. Bills for services or expenses shall be maintained in detail sufficient for proper preaudit and postaudit.
- i. Any travel expenses must be maintained according to the provisions of Section 112.061, *Florida Statutes*.
- j. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- k. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the SUBGRANTEE, its agents, servants or employees; nor shall the SUBGRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the SUBGRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the SUBGRANTEE.
- I. The SUBGRANTEE, other than a SUBGRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- m. The SUBGRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The SUBGRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the SUBGRANTEE that the DIVISION shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the SUBGRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- n. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- o. The SUBGRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, SUBGRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. SUBGRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the SUBGRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- p. The SUBGRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the Department, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the Department approves a transfer of the SUBGRANTEE's obligations, the SUBGRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another government entity pursuant to section 20.06, Florida Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- q. This agreement shall bind the successors, assigns and legal representatives of the SUBGRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- r. When publications, films or similar materials are developed, directly or indirectly, from a program, project, or activity supported with grant funds, any copyright resulting therefrom shall be held by the

Department of State. The author may arrange for copyright of such materials only after approval from the DIVISION. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the SUBGRANTEE agrees to, and awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, and if applicable, the Federal Government, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

No costs incurred before the date of this Agreement shall be eligible as project expenditures. No costs incurred after the completion date or other termination of the Agreement shall be eligible as project

expenditures unless specifically authorized by the DIVISION.

The term of this agreement will commence on the date of execution of the agreement.

IV.

12/03/2003

THE SUBGRANTEE	THE DIVISION
Signature of Authorized Official	Judith A. Ring, Director Division of Library and Information Services Department of State, State of Florida
Daryl McLain, Chairman, Board of Typed Name and Title of Authorized Official	County Commissioners
Witness	Witness
Witness	Witness

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